

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

TERESA WOJCIK, individually and on behalf  
of all others similarly situated,

*Plaintiff,*

v.

CROWN CASTLE USA, INC., a  
Pennsylvania corporation.

*Defendant.*

Case No. 15-cv-02612

The Honorable Gary Feinerman

**MOTION FOR JUDGMENT PURSUANT TO FED. R. CIV. P. 68**

Plaintiff Teresa Wojcik (“Plaintiff”), by and through her counsel, hereby respectfully requests that the Court enter judgment against Defendant Crown Castle, USA Inc. (“Defendant”) in the sum of One-Hundred Thousand Dollars and no cents (\$100,000.00), exclusive of costs and fees, pursuant to Defendants’ October 19, 2015 Renewed Offer of Judgment (the “Offer”). In support therefore, Plaintiff states as follows:

1. On October 19, 2015, Defendant provided Plaintiff with a Renewed Offer of Judgment pursuant to Rule 68 of the Federal Rules of Civil Procedure, which by its terms would remain open for “thirty (30) days of the date it [was] served on her counsel.” (A true and accurate copy of Defendant’s Offer is attached hereto as Exhibit 1.)

2. The Offer afforded Plaintiff “the gross sum of One-Hundred Thousand Dollars and no cents (\$100,000.00), exclusive of costs and fees, to resolve any and all of Plaintiff’s claims for damages” in the above-captioned action, “including but not limited to claims for back overtime wage, liquidated damages, and any and all interest or penalties.” (Ex. 1 at ¶ 1.)

3. The Offer additionally set forth various terms (the “Terms”) and further stated that Defendant agreed to “pay an additional amount to compensate Plaintiff for her costs and attorneys’ fees reasonably and necessarily accrued to date in connection with her claims” and explained that if Plaintiff accepted the Offer, the parties would (a) “stipulate as to the amount to be paid for fees and costs” or, if the parties could not agree on the amount (b) “the Court [would] determine the amount [of fees] reasonably and necessarily incurred in connection with Plaintiff’s claims”. (Ex. 1 at ¶ 2.)

4. On October 24, 2015, Plaintiff Wojcik accepted Defendant’s Offer. (A true and accurate copy of Plaintiff Teresa Wojcik’s Notice of Acceptance of Defendant’s Renewed Offer of Judgment is attached hereto as Exhibit 2.)

5. As such, Plaintiff respectfully requests that that the Court enter a judgment against Defendant in the amount of One-Hundred Thousand Dollars and no cents (\$100,000.00), exclusive of costs and fees.

WHEREFORE, in accordance with the Offer and the Terms set forth therein, Plaintiff Wojcik respectfully requests that that the Court enter a judgment against Defendant Crown Castle, USA Inc. in the amount of One-Hundred Thousand Dollars and no cents (\$100,000.00), exclusive of costs and fees.

**TERESA WOJCIK,**

Dated: October 24, 2015

By: /s/ Jay Edelson  
One of Plaintiff’s Attorneys

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*Counsel for Plaintiff, the Collective Group, and the  
Putative Class*

**CERTIFICATE OF SERVICE**

I, Eve-Lynn J. Rapp, an attorney, hereby certify that on October 24, 2015, I served the above and foregoing ***Motion for Judgment Pursuant to Fed. R. Civ. P. 68***, by causing true and accurate copies to be delivered on all counsel of record via the Court's CM/ECF electronic filing system.

/s/ Eve-Lynn J. Rapp \_\_\_\_\_